



Maryland Department of Budget & Management

*DBM – people and technology...
a partnership for the new millennium*

*Office of the Secretary
Division of Policy Analysis*

*ROBERT L. EHRLICH, JR.
Governor*

*MICHAEL S. STEELE
Lieutenant Governor*

*JAMES C. DIPAULA
Secretary*

**Request for Proposals (RFP)
TOLL FREE SERVICES
050R3800459
Addendum #2
July 23, 2003**

Ladies/Gentlemen:

This Addendum is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**) and language deleted has been marked with a strikeout (i.e., ~~word~~), unless otherwise directed

1. Revise, Section 1.11 Proposals Due (Closing) Date

An unbound original and three (3) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on ~~July 21 JULY 28~~ **August 11**, 2003, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, ~~July 21 JULY 28~~ **August 11**, 2003, at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

Should you require clarification of the information provided in this addendum, please contact me at (410) 260-7678 as soon as possible.

2. Delete Section 1.28 and substitute the following:

1.28 Performance Bond

The successful Offeror must submit a Performance Bond (see Attachment F) or other suitable security in the amount of \$250,000.00 for the duration of the contract (five years). Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

"Acceptable security for bid, performance, and payment bonds is limited to:

(1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;

(2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;

(3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;

(4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer”

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. The successful Offeror shall deliver the Performance Bond, or other suitable security, to the State within 5 working days after being notified of the proposed contract award.

3. Addition: Insert the following Limitation of Liability clause for the Contractor within Attachment A, the Contract: (This will be new Section 28, and old Section 28 will be renumbered as Section 29)

28. Liability

28.1. For breach of this Agreement, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- A. **For infringement of patents and copyrights as provided in Section 7 of this Contract;**
- B. **Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;**
- C. **For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to ten (10) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim.**

Third party claims arising under Section (7) of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 7 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 7.

28.2. As provided in this section, the limitations contained in this section are the maximum for which the Contractor and its subcontractors are collectively responsible for damages arising as a result of this contract.”

Issued July 23, 2003

By _____
Gisela Blades
Procurement Officer

